

1 Fourth, amounts paid to WorldCom under a performance plan should be deducted
2 from amounts due to WorldCom under any other remedies available to it.
3 WorldCom should not be allowed a double recovery. Thus, the word "directly"
4 should be deleted from WorldCom's language. If a payment is made to
5 WorldCom, whether it is directly, or indirectly through a state fund that is then
6 distributed to WorldCom, Verizon VA should receive a credit against other
7 amounts that may be due.

8 Fifth, WorldCom's revised language refers to mitigation for payments made under
9 the performance plan that "arise out of the same breach of this Agreement." This
10 language is too narrow. Simply because Verizon VA is obligated to make a
11 remedy plan payment does not mean that there has been a breach of the
12 agreement. Rather, the performance plan may provide for payments to be made
13 when Verizon VA's service fails to satisfy the standards set by the plan. Failing
14 to achieve such standards, however, does not necessarily equate to a breach of the
15 interconnection agreement,

16
17 **X. REMEDIES - PERFORMANCE STANDARDS & METRICS (Issue IV-121)**

18 **Q. PLEASE COMMENT ON WORLDCOM'S PROPOSALS UNDER THIS**
19 **ISSUE.**

20 **A.** WorldCom's proposed § 27.3 is too broad, as it seeks to incorporate into the
21 agreement any performance standards, metrics and remedies established by the
22 Commission, the Virginia Commission or other governmental body. The fact is

1 that the government standards, metrics and remedies may not have been intended
2 to create a private right or cause of action between the Parties. For instance, the
3 BA-GTE merger commitments establish measures and standards, and financial
4 incentives payable to the Federal Treasury. It is not clear that the merger
5 commitments establish an independent contract right for WorldCom to complain
6 if Verizon VA does not meet a standard set by the merger commitments.

7 Verizon VA cannot incorporate into the agreement unidentified plans whose
8 applicability is as yet unclear. Moreover, as explained above, there is no need to
9 incorporate such plans, as they will operate as a matter of law.

10

11 **XI. DEFINITIONS (Issue IV-129)**

12 **Q. HAS WORLDCOM ACCURATELY STATED VERIZON VA'S POSITION**
13 **ON THIS ISSUE?**

14 **A. No. In fact, Verizon VA is rather confused by the manner in which WorldCom**
15 **has described this issue in the wake of the August 2 mediation session. It was**
16 **Verizon VA's understanding that the Parties agreed that the interconnection**
17 **agreement should contain a set of definitions, and that WorldCom would make the**
18 **first attempt at defining what the Parties might agree to be uncontroversial terms.**
19 **Verizon VA also understood that the Parties accepted the fact that disputed**
20 **definitions were generally being discussed along with the sections of the**
21 **interconnection agreement in which the defined terms are used.**

1 Verizon VA did not, as WorldCom suggests, take the position that definitions
2 cannot be negotiated until after the Commission approves the entire agreement.
3

4 **XII. ASSURANCE OF PAYMENT (Issue VI-1(N) and INSURANCE (Issue VI-**
5 **1(Q))**

6 **Q. HAS VERIZON VA ADDRESSED WORLDCOM'S CONCERNS ABOUT**
7 **THESE TWO ISSUES?**

8 A. Yes. As explained in our direct testimony on these issues, Verizon VA has
9 offered to WorldCom terms that alleviate its concerns about this proposed contract
10 language.

11 With Issue VI-1(N), Verizon VA offered to sign a letter which states that, as of
12 the effective date of the interconnection agreement, Verizon VA is aware of no
13 circumstances, such as those described in § 6.2 of Verizon's Model
14 Interconnection Agreement, that would necessitate any assurance of payment
15 from WorldCom. WorldCom agreed to draft that letter but, for reasons not
16 disclosed, has not done so. Again, WorldCom is the outlier, as AT&T and
17 Verizon have agreed to such an arrangement. This arrangement is intended to
18 provide a modicum of protection to Verizon VA from entities whose
19 creditworthiness is questionable, while not requiring such minimal protection
20 from financial heavyweights. This is a prototypical issue in which Verizon VA
21 and AT&T have been able to draft around Verizon VA's reasonable opt-in
22 concerns in a way that did not harm AT&T. WorldCom should do the same.

1 With Issue VI-1(Q), Verizon VA proposed a minimum net worth clause that
2 would allow WorldCom to be self-insured.

3
4 **Q. IF VERIZON VA IS WILLING TO MAKE EXCEPTIONS TO THESE**
5 **CONTRACTUAL OBLIGATIONS FOR WORLDCOM, WHY DOES**
6 **VERIZON VA WANT THE CLAUSES IN THE INTERCONNECTION**
7 **AGREEMENT?**

8 A. As explained before, not every CLEC that opts into this interconnection
9 agreement may be as financially sound as WorldCom. Therefore, Verizon VA
10 must protect itself against the risk of nonpayment and lack of insurance.

11
12 **Q. WORLDCOM HAS PROPOSED SOME REVISED LANGUAGE UNDER**
13 **ISSUE VI-1(Q). DOES THAT LANGUAGE RESOLVE THE INSURANCE**
14 **ISSUE?**

15 A. No. As explained above, Verizon VA has eliminated WorldCom's concerns by
16 offering to allow it to satisfy this obligation through self-insurance. Verizon VA
17 is not, however, willing to lessen its protection with future CLECs who might opt
18 into this agreement.

XIII. DEFAULT (Issue VI-1(O))

Q. WHY DOES VERIZON VA OPPOSE WORLDCOM'S SUGGESTION THAT ALL DISPUTES SURROUNDING UNCURED DEFAULTS BE RESOLVED VIA THE DISPUTE RESOLUTION PROCESS?

A. WorldCom's proposal would put Verizon VA in the untenable position of having to continue to provide service indefinitely to a CLEC who refuses to pay. If a CLEC refuses to pay for service, Verizon VA must have the right to suspend that service, upon adequate notice to the CLEC and the state commission.

Q. HAS VERIZON VA PROPOSED REASONABLE LANGUAGE THAT ADDRESSES WORLDCOM'S CONCERNS?

A. Yes. Verizon VA first proposed the language set forth in § 12 of its Model Interconnection Agreement, which gives the defaulting party 30 days to cure. Then, in the August 2 mediation session, Verizon VA offered to WorldCom the same language to which Verizon VA and AT&T had agreed. WorldCom has refused to accept either.

Q. WHAT IS VERIZON VA'S POSITION WITH REGARD TO HANDLING BONA FIDE BILLING DISPUTES?

A. Under both its Model Interconnection Agreement and the language agreed to by AT&T, Verizon VA's position is that a bona fide billing dispute would not constitute a default.

XIV. REFERENCES (Issue VI-1(R))

Q. WHAT FURTHER COMMENTS DOES VERIZON VA HAVE UPON REVIEW OF THE WORLDCOM PANEL'S TESTIMONY ON THIS ISSUE?

A. Verizon VA had previously understood that WorldCom wanted to freeze in time (i.e., at the effective date of the interconnection agreement) Verizon VA's tariffs, technical manuals and the like. Apparently, WorldCom wishes to go beyond that. At page 67 of the Trofimuk panel testimony, WorldCom notes that it also wishes to freeze applicable "laws, or other authorities and sources [such as Telcordia technical manuals]" in place as well. The foregoing additions illustrate just how unworkable and unreasonable WorldCom's desired approach is.

As an example, WorldCom would have the Parties negotiate any time Telcordia changes one of its applicable manuals to determine whether the Parties will give effect to that change. This is a ridiculous approach. As Verizon VA stated in its initial testimony on this issue, "the interconnection agreement must reflect the fact that all documents referred to may evolve from time-to-time throughout the life of the agreement."

Verizon VA and other carriers have uniformly recognized that both parties are best served (both substantively and administratively) if applicable law and other governing authorities and sources are taken as they are amended and in effect from time to time. If a change in law or a change in a technical reference materially impacts the provision of services under the agreement, then, any negotiation of an amendment to the agreement will be dealt with under the change

1 of law clause of the contract – the contents of which is subject to arbitration in this
2 proceeding. There is no justification for WorldCom's "snapshot" of applicable
3 law and other governing authorities and sources. Rather, they quite naturally
4 should be as amended and in effect from time to time. Anything less would be
5 illegal (in the case of applicable law), and unreasonable and unworkable (in the
6 case of other governing authorities and sources).

7
8 **XV. SALES OF EXCHANGES/TRANSFER OF TELEPHONE OPERATIONS**

9 **(Issues V-15 and VII-17)**

10 **Q. WHAT IS YOUR REACTION TO AT&T WITNESS CEDERQVIST'S**
11 **STATEMENT THAT AT&T WOULD "NOT NECESSARILY" BE**
12 **INVOLVED IN ANY COMMISSION PROCEEDING TO REVIEW A**
13 **PROPOSED SALE OF EXCHANGE(S) OR OTHER TRANSFER OF**
14 **ASSETS BY VERIZON?**

15 **A.** First, I doubt very much that AT&T would not be involved if the exchange in
16 question was of any importance to AT&T. The Virginia Commission would
17 certainly protect the interests of all customers, including AT&T, if it provided
18 service in the exchange in question. The Virginia Commission would examine
19 the particular facts in question and make a determination of the appropriate course
20 of action. The Virginia's Commission's determination would depend upon any
21 number of relevant factors, which could include the number of exchanges to be
22 transferred, where they are located, the identity (including the technical
23 characteristics of the systems, equipment and operational processes) of the

1 acquirer, the results of previous transfers, etc. *See* Rules 4:7 and 8:2, Rules of the
2 Virginia State Corporation Commission.

3 In any case, the point is that it is absolutely unreasonable for AT&T to have a
4 **contractual** veto right over Verizon VA's disposition of its assets (including
5 rights to provide services in an exchange). AT&T is not entitled to any additional
6 rights that other customers do not have. AT&T's concerns would appropriately
7 be considered by the Virginia Commission if and when any such transfer is
8 contemplated. This is precisely what the New York Public Service Commission
9 recently held in the AT&T/Verizon New York Inc. arbitration order. *See AT&T-*
10 *Verizon New York Order*, Case No. 01-C-0095, at 23-25 (July 30, 2001).

11 AT&T's suggested approach of inserting itself into Verizon VA's business as a
12 matter of contractual right is wholly unreasonable and overreaching.

13 Accordingly, it should be rejected out of hand.

14

15 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

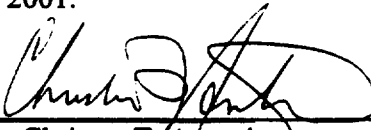
16 **A. Yes.**

17

Declaration of Christos T. Antoniou

I declare under penalty of perjury that I have reviewed the foregoing testimony and confirmed that it is true and correct.

Executed this 5th day of September, 2001.



Christos T. Antoniou

1

Declaration of Michael A. Daly

2

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and

3

that those sections as to which I testified are true and correct.

4

5

Executed this 5th day of September, 2001.

6

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8


9


Michael A. Daly

DECLARATION OF MARYELLEN LANGSTINE

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 5th of September, 2001.


Maryellen Langstine

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Declaration of Steven J. Pitterle

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 5th day of September, 2001.



//ss//Steven J. Pitterle
Steven J. Pitterle

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Declaration of Pamela L. Richardson

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

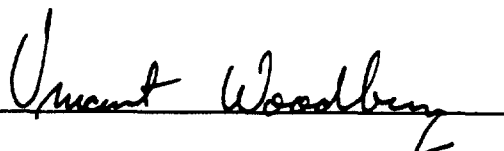
Executed this 5th day of September, 2001.


[full name]

DECLARATION OF VINCENT WOODBURY

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 4th day of September, 2001.


VINCENT WOODBURY

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

RECEIVED

SEP 27 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)
Petition of WorldCom, Inc. Pursuant)
to Section 252(e)(5) of the)
Communications Act for Expedited)
Preemption of the Jurisdiction of the)
Virginia State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon Virginia Inc., and for)
Expedited Arbitration)

CC Docket No. 00-218

In the Matter of)
Petition of Cox Virginia Telecom, Inc.)

CC Docket No. 00-249

In the Matter of)
Petition of AT&T Communications of)
Virginia Inc., etc.)

CC Docket No. 00-251

**VERIZON VA'S REBUTTAL TESTIMONY ON MEDIATION ISSUES
(CATEGORIES I AND III THROUGH VII)**

RIGHTS OF WAY

ALAN YOUNG

SEPTEMBER 5, 2001

1
2
3 **I. INTRODUCTION**

4 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

5 A. My name is Alan Young. I am employed by Verizon Services Corporation as
6 Specialist – Federal Communications Commission (“FCC”) Regulatory and Legal
7 Support, Joint Use and Licensing. My business address is 35 S. Haddon Avenue,
8 Floor 2, Haddonfield, New Jersey 08033.

9
10 **Q. DID YOU FILE DIRECT TESTIMONY ON RIGHTS OF WAY ISSUES**
11 **ON JULY 31, 2001?**

12 A. Yes.

13
14 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

15 A. The purpose of my testimony is to rebut the positions of WorldCom and AT&T
16 on the remaining issues pertaining to access to poles, ducts, conduit and rights of
17 way that WorldCom and AT&T have raised in this arbitration.

18
19 **Q. HAVE YOU READ THE TESTIMONIES OF WORLD COM WITNESS**
20 **LYNN CARSON AND AT&T WITNESS FREDRICK CEDERQVIST?**

21 A. Yes.

22
23 **Q. WHAT ISSUES REMAIN BETWEEN THE PARTIES?**

24 A. The remaining issues Verizon VA had with AT&T are: (1) final contract language
25 addressing the rates at which Verizon VA would provide AT&T with access to its

1 poles, conduit, ducts and rights of way; and (2) whether Verizon VA must provide
2 AT&T with access to its cable plats. The issues remaining between Verizon VA
3 and WorldCom are: (1) whether the terms and conditions governing Verizon
4 VA's provision of access to its poles, ducts, conduit and rights of way should be
5 contained in a separate licensing agreement referenced by the Parties
6 Interconnection Agreement or in the Parties Interconnection Agreement itself; (2)
7 whether Verizon VA should be required to itemize its bill to WorldCom for
8 make-ready work performed by Verizon VA.

9
10 **Q. PLEASE DESCRIBE VERIZON VA'S POSITION WITH RESPECT TO**
11 **THE REMAINING UNRESOLVED ISSUES WITH AT&T.**

12 A. It is Verizon VA's understanding that AT&T agreed to the language that
13 WorldCom and Verizon VA agreed to regarding rates for access to poles, conduit,
14 ducts and rights of way. Verizon VA has not agreed to provide AT&T with
15 access to its cable plats. During the mediation, Verizon VA explained to AT&T
16 (although not to AT&T Witness Cederqvist who was not present for the
17 mediation) that Verizon VA's cable plats would not provide AT&T with the
18 information that it sought. Verizon VA did offer to work with AT&T to provide
19 it with the information that it needs, just as it is doing for Sprint in New York.
20 AT&T seemed to be in agreement with this proposal.

21
22 **Q. IS VERIZON VA'S POSITION THAT TERMS AND CONDITIONS**
23 **GOVERNING ACCESS TO POLES, DUCTS, CONDUIT AND RIGHTS**

1 **OF WAY SHOULD BE INCLUDED IN A SEPARATE AGREEMENT**
2 **“WHOLLY INCONSISTENT WITH THE COMMUNICATIONS ACT OF**
3 **1934 ... AND INCONSISTENT WITH INDUSTRY PRACTICE” AS**
4 **ALLEGED BY WORLDCOM WITNESS CARSON AT 3.**

5 A. No. It is not “wholly inconsistent” with the Act if terms and conditions associated
6 with interconnection are contained in a separate agreement that is referenced by
7 the interconnection agreement. Indeed, that practice is common. Since the
8 passage of the Act, many interconnection terms have been the subject of
9 collaboratives and industry forums as well as contained in settlement agreements,
10 separate licensing agreements and tariffs referenced by the interconnection
11 agreement. For example, in Virginia alone, Verizon VA has entered into
12 licensing agreements with WorldCom governing access to Verizon VA’s
13 Operator Services/Directory Assistance databases, including directory listings and
14 branding. As noted in my Direct Testimony filed on August 17, Verizon VA even
15 has existing licensing agreements with several of WorldCom’s affiliates and
16 subsidiaries governing access to Verizon VA’s poles, ducts, conduit and rights of
17 way. Numerous commissions have given at least tacit approval to this practice,
18 by approving interconnection agreements that make reference to separate
19 agreements. Moreover, because of the disparate manner in which state
20 commissions address access to poles, ducts, conduit and rights of way, a separate
21 licensing agreement referenced by the interconnection agreement is especially
22 appropriate for these terms and conditions. Noticeably missing from WorldCom

1 Witness Carson's testimony is any discussion of its agreements with Verizon or
2 any Virginia specific agreements.

3
4 **Q. WOULD IT BE "UTTERLY UNMANAGEABLE" TO INCLUDE THE**
5 **TERMS AND CONDITIONS GOVERNING ACCESS TO VERIZON VA'S**
6 **POLES, DUCTS, CONDUIT AND RIGHTS OF WAY IN A SEPARATE**
7 **LICENSING AGREEMENT AS ALLEGED BY WORLDCOM?**

8 **A. No, in fact quite the opposite is true. WorldCom Witness Carson states, "Verizon**
9 **is requesting that a number of sections addressed in this proceeding take the form**
10 **of separate stand-alone agreements. Thus, for example, in addition to the rights-**
11 **of-way terms, Verizon is requesting separate documents for OSDA trunking and**
12 **the terms and conditions related to the Directory Assistance database. If Verizon**
13 **prevails, WorldCom will be operating under a series of separate agreements,**
14 **which all would have to be somehow read together in order to determine the full**
15 **range of interconnection terms and conditions." Id. at 3. WorldCom's claim is**
16 **misleading in that the Parties already operate under these separate agreement**
17 **without travail. Although the Parties' 1997 interconnection agreement did**
18 **include rights of way terms and conditions, WorldCom's affiliates all operate**
19 **under separate licensing agreements, as do other CLECs in Virginia. With the**
20 **exception of WorldCom, none of these CLECs has opposed Verizon VA's use of**
21 **the separate license agreement in any proceeding.**

1 It is also important to weigh the respective burdens here. Verizon VA has
2 established processes in place to handle all requests for access to poles, ducts,
3 conduit and rights of way for all CLECs, cable television providers and
4 telecommunications providers. Those processes have been administered by
5 Verizon VA's Pole Conduit Licensing Center in Richmond, Virginia since 1998.
6 As described in my Direct Testimony, Verizon VA currently has 136 agreements
7 with CATV companies and 48 agreements with CLECs, telecommunications
8 providers and independent telecommunications companies. Utilizing a separate
9 agreement alleviates Verizon VA's administrative burden by not interfering with
10 the current practice in Virginia. WorldCom's "burden" consists of nothing more
11 than operating under different agreements for certain terms, a practice that it does
12 now without any of the problems it now poses.

13
14 **Q. IS IT "TROUBLING" THAT VERIZON VA ADVOCATES USE OF A**
15 **SEPARATE AGREEMENT DUE IN PART TO ITS OBLIGATIONS**
16 **UNDER THE MERGER CONDITIONS AS WORLDCOM ALLEGES?**

17 **A.** Not at all. Pole and conduit license agreements have state specific provisions in
18 them. To ensure nondiscriminatory access to poles and conduit, any CLEC
19 requesting a new pole and conduit license agreement in Virginia is given the same
20 agreement. All parties within the state are provided identical rates, terms and
21 conditions.

22
23 **Q. IS VERIZON VA'S CLAIM THAT LICENSE AGREEMENTS ARE**
24 **TERRITORY SPECIFIC VALID?**

1 A. Yes. While the agreement used in Massachusetts is also used throughout the New
2 England Verizon territory, that form of agreement is substantially different than
3 the agreement used in the Mid-Atlantic territory -- encompassing Washington
4 D.C., New Jersey, Pennsylvania, Delaware, Maryland, Virginia, and West
5 Virginia. Moreover, the agreements are not interchangeable for several reasons.
6 First, many of the New England states require tri-party agreements between
7 Verizon, the power company and the licensee. Operating procedures are also
8 different and the attachment fees are split between the pole owners. This is not
9 true in Virginia. The New England agreement limits the number of poles on each
10 application to 200 and a maximum of 2,000 poles at any one time within a single
11 Planning Manager Area. The Virginia agreement has no such limitations.

12

13 These are just a few of the differences. There are also differences with the New
14 York agreement and the agreement used in the former GTE areas.

15

16 **Q. WHAT ISSUE REMAINS WITH RESPECT TO MAKE-READY WORK?**

17 A. WorldCom expects "a specific level of detail" on its invoices for make-ready
18 work Verizon VA performs. WorldCom Witness Carson, at 6.

19

20 **Q. IS WORLDCOM AWARE OF THE DETAILS OF ANY MAKE READY**
21 **WORK VERIZON VA PERFORMS FOR WORLDCOM?**

22 A. Yes. WorldCom again provides the Commission with an incomplete picture of
23 the process of performing make-ready work. When WorldCom submits an

1 application to attach to a pole or occupy a conduit, a survey is completed and an
2 estimate of make-ready charges is provided for WorldCom to review and approve.
3 WorldCom is provided with details of the required work and has the opportunity
4 to ask questions at that time. Verizon VA does not start any make-ready work
5 until WorldCom sends its approval and advance payment for the work that was
6 detailed by Verizon VA. At this point in the process, WorldCom has had many
7 opportunities to get details of the make-ready work. If any other licensees are
8 participating in the modifications, WorldCom would have been notified of that
9 prior to any make-ready work being done. WorldCom is therefore aware of the
10 details of the work.

11
12 **Q. DO YOU AGREE WITH WORLDCOM'S PROPOSED LANGUAGE FOR**
13 **§ 8.5 OF THE PARTIES AGREEMENT?**

14 A. No. WorldCom proposes to add to § 8.5 of the Parties agreement the following
15 language:

16 Notwithstanding the foregoing provisions, in the event Licensee
17 presents VZ with a proposal from a contractor who meets VZ's
18 training and safety requirements and is otherwise in good standing
19 with VZ to complete such Make-Ready Work at a cost and/or time
20 that is materially less than that estimated by VZ, VZ agrees to use
21 such contractor to perform the Make-Ready Work in the time
22 frame proposed by said contractor. [Licensee shall pay VZ for all
23 Make-Ready Work performed by VZ in accordance with the
24 provisions of this Agreement] within thirty (30) days of receipt of
25 an [sic] detailed, itemized invoice from VZ.

26
27 WorldCom's proposed language fails to account for reality. Verizon VA
28 schedules make-ready work for itself and all other CLEC and CATV providers on
29 a first come, first served basis. Despite what WorldCom may believe, there are

1 only a limited number of contractors in any state that are qualified to complete
2 make-ready work. Adoption of WorldCom's proposal could result in delays for
3 other CLECs, CATV providers and Verizon VA because WorldCom may use a
4 contractor that has been allocated for make-ready work by Verizon VA for other
5 CLECs, CATV providers or itself.

6
7 WorldCom's proposal of payment within 30 days is consistent with Verizon VA's
8 standard billing practice.

9
10 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

11 **A. Yes.**

Declaration of Alan T. Young

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections to which I testified are true and correct.

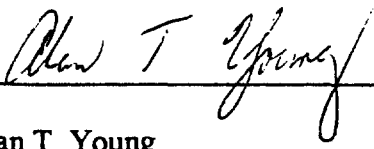
Executed this 5th day of September, 2001.

_____/s/_____
Alan T. Young

DECLARATION OF ALAN T. YOUNG

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 21 day of August, 2001.



Alan T. Young





February 14, 2001

SUBJECT: Re: Line Splitting Policy

Set forth below is the policy of the Verizon Operating Telephone Companies with respect to line splitting arrangements. This policy, which will be reflected in all future draft interconnection agreements issued by the Verizon Wholesale Markets Organization, is to be considered immediately in effect and binding upon the Verizon Operating Telephone Companies. Competitive Local Exchange Carriers that wish to have this policy statement included in their existing interconnection agreements or in draft agreements currently under negotiation should contact their assigned Account Manager or Contract Negotiator, who will ensure that an appropriate document reflecting this policy is forwarded for your review and signature.

STATEMENT OF POLICY

CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Dkt. Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocater-to-collocater connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

If you have any questions regarding this letter, please contact your account manager.

[Back to CLEC Letters](#)

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